

DHS Copy

Agency Copy

Grant Agreement# 30235
(if applicable)

GRANT AGREEMENT WITH NO PREPAYMENTS
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
and
Medical College of WI

MAPPP

1. PURPOSE

This Grant Agreement (Agreement) and Attachments describe the terms and conditions under which the parties will conduct activities and provide services meeting the needs of clients.

2. PARTIES

- A. The State of Wisconsin Department of Health Services (the “GRANTOR”) is the state agency responsible for overseeing the coordination and integration of social service programs. The GRANTOR’s principal business address is 1 West Wilson Street, Room 233, Madison, Wisconsin 53703- .
- B. Medical College of Wisconsin (the “GRANTEE”), is engaged in the business of providing care and services desired by the GRANTOR. The GRANTEE’s principal business address is 8701 Watertown Plank Road, Milwaukee, 53226-3548.

3. AUTHORITY

Wis. Stat. § 46.036 authorizes the GRANTOR to award grants for needed services.

4. TERM OF AGREEMENT

This Agreement is entered into for the period 1/1/2016 through 12/31/2016.

5. SERVICES

- A. The GRANTEE agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period. If applicable, see Section 34, “Special Provisions,” for details.
- B. A detailed description of the GRANTEE objectives and the documentation associated with those objectives is listed in the Attachments.

6. COST OF SERVICES

- A. The GRANTOR agrees to pay the GRANTEE according to the terms and conditions of this Agreement an amount not to exceed \$112,003. This amount is contingent upon receipt of sufficient funds by the GRANTOR.

- B. The GRANTOR will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the GRANTOR will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.
- C. If required, a detailed budget breakdown and explanation is included in an Attachment, which is attached to and incorporated in this Agreement by reference.
- D. If applicable, add funding control language: NA.

7. CONTACT INFORMATION

- A. The contact information for the GRANTOR's Contract Administrator is:

Amber Arb
1 W. Wilson St Room 233
Madison Wisconsin 53703

Telephone: 608-266-1049
Fax: 608-267-3824
Email: amber.arb@Wisconsin.gov

If the primary Contract Administrator is unable to administer this Agreement, the GRANTOR will contact the GRANTEE and designate a new Contract Administrator.

- B. The contact information for GRANTEE's Contract Administrator is:

April Haverty
8701 Watertown Plank Road
Milwaukee, WI 53226-3548

Telephone: 414-955-4844
Fax: NA
Email: aor@mcw.edu

If the primary Contract Administrator is unable to administer this Agreement, the GRANTEE will contact the GRANTOR and designate a new Contract Administrator.

8. PAYMENT FOR SERVICES

- A. There will be no prepayments issued with this Agreement.
- B. GRANTOR will assign a profile number to the GRANTEE.
- C. The GRANTEE shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference. *See, Allowable Cost Policy Manual at: <http://www.dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm>.*
- D. The GRANTEE shall submit expenditures on the form required by the Department to the following email <mailto:DHS600RCARS@dhs.wi.gov>.

- E. Payments to the GRANTEE will be made monthly based on expenditures submitted by the GRANTEE on the form required by the Department.
- F. Expense reports received timely (by the 15th of the month) will be reviewed and processed by the 20th day of the following month
- G. The GRANTOR will mail legal notices to the GRANTEE at the address in Section 7.B., unless otherwise notified by the GRANTEE.
- H. All payments will be made as electronic funds transfer (EFT), which include non-municipalities, non-profits, and UW Departments on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. Other state agencies will receive payment by check on the 1st of the month or the first working day after the 1st. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following web site and should be reviewed and/or printed each month for each agency type for account reconciliation.
<http://apps.health.wisconsin.gov/cars/GetIndexServlet>.
- I. Payments to the GRANTEE shall not exceed the total Agreement amount.
- J. If the GRANTOR determines, after notice to GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of invoicing or notification by the GRANTOR. The GRANTOR may, at its sole discretion, effectuate such refund by withholding money from future payments due the GRANTEE at any time during or after the Agreement period. The GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.

9. REPORTING

- A. The GRANTEE shall comply with the GRANTOR's program reporting requirements as specified in the applicable Attachment of this Agreement.
- B. The required reports shall be forwarded to the GRANTOR's Contract Administrator according to the schedule established by the GRANTOR.

10. FEDERAL AND STATE RULES AND REGULATIONS

- A. The GRANTEE agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Grant Agreement.
- B. The GRANTEE will act solely in its independent capacity and not as an employee of the Department. The GRANTEE shall not be deemed or construed to be an employee of the Department for any purpose.
- C. The GRANTEE agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

11. AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE

A. Affirmative Action Plan

- (1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every GRANTEE must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.
- (2) The GRANTEE must submit an Affirmative Action Plan to the GRANTOR in accordance with the Contract Compliance Program in the Wisconsin Department of Administration instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.
- (3) An Affirmative Action Plan is required from a GRANTEE who receives a state Grant over \$50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the GRANTEE is exempt by established criteria. The plan is due to the GRANTOR within fifteen (15) working days of the award date of the GRANTEE's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over \$50,000, must submit Affirmative Action Plans in the same manner as other GRANTEES.
- (4) The GRANTEE must submit its Affirmative Action plan or request for exemption from filing an Affirmative Action plan in accordance to the Contract Compliance Program within fifteen (15) working days to:

DHS/DES/BSS
AFFIRMATIVE ACTION COORDINATOR
1 W WILSON ST RM 655
PO BOX 7850
MADISON WI 53707-7850

and submit a PDF file to DHSAAPlan@dhs.wisconsin.gov.

B. Civil Rights Compliance

- (1) For agreements for the provision of services to clients, the GRANTEE must comply with Civil Rights requirements. GRANTEES with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and GRANTEES with Grants of less than \$50,000 are not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office

of Affirmative Action and Civil Rights Compliance. GRANTEES with an annual work force of twenty-five (25) employees and Grant agreements of \$50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All GRANTEES must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

(2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 656
PO BOX 7850
MADISON WI 53707-7850

Telephone: 608-266-9372 (Voice)
1-888-701-1251 (TTY)
Fax: 608-267-2147

(3) The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.

(4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

(5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures that it will comply with these requirements. All employees of the GRANTEE are expected to support goals and programmatic activities relating to non-discrimination in employment.

- (6) The GRANTEE shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the GRANTEE is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the GRANTOR'S standards and the GRANTEE shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The GRANTEE shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.
- (7) The GRANTEE agrees to comply with the GRANTOR'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
- (8) Requirements herein stated apply to any sub-grants or grants. The GRANTEE has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the GRANTOR has a direct Grant with another GRANTEE'S subcontractor, the GRANTOR will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.
- (9) The GRANTOR will monitor the Civil Rights Compliance of the GRANTEE. The GRANTOR may conduct reviews to ensure that the GRANTEE is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The GRANTEE agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by GRANTEE, as well as interviews with staff, clients, and applicants for services, subcontractors, GRANTEES, and referral agencies. The reviews will be conducted according to Department procedures. The GRANTOR will also conduct reviews to address immediate concerns of complainants.
- (10) Where the GRANTOR has a direct Grant with another GRANTEE's subcontractor, the GRANTEE need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.
- (11) The GRANTEE agrees to cooperate with the GRANTOR in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The GRANTEE agrees to all of the following:

- (1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a

reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.

- (2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.
- (3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.
- (4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.
- (5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

12. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions used in this section:

- (1) “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Grant Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.
- (2) “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (3) “Personally Identifiable Information or PII” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

- (B) The GRANTEE shall not use Confidential Information for any purpose other than the limited purposes set forth in this Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The GRANTEE shall hold all Confidential Information in confidence, and

shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents (“Representatives”) who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.

- C. GRANTEE shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- D. GRANTEE shall ensure that all identifying marks of confidentiality contained on or included in any item of Confidential Information shall be reproduced by GRANTEE on any reproduction, modification, or translation of such Confidential Information. If requested by the State, GRANTEE shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
- E. If requested by the Department, GRANTEE shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

13. SUBGRANTS

- A. The GRANTOR reserves the right of approval of any sub-grants and the GRANTEE shall report information relating to sub-grants to the GRANTOR. A change in a subcontractor or a change from direct service provision to a sub-grant may only be executed with the prior written approval of the GRANTOR. In addition, GRANTOR approval may be required regarding the terms and conditions of a sub-grant, and the subcontractors selected. Approval of a sub-grantee will be withheld if the GRANTOR reasonably believes that the intended sub-grantee will not be a responsible GRANTEE in terms of services provided and costs billed.
- B. The GRANTEE retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters into a sub-grant agreement and will be subject to enforcement of all the terms and conditions of this Grant Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the GRANTEE by the GRANTOR for services provided under this Grant Agreement shall be deposited in a Federal Deposit Insurance Corporation (the “FDIC”) insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The GRANTEE shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The GRANTEE shall not engage the services of any person concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Grant Agreement without the written consent of the employer of such person or persons and of the GRANTOR.

D. If a state public official (see, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves payment of more than \$3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before signing the Grant Agreement. Written disclosure, if required, must be made to the State of Wisconsin Government Accountability Board at:

WI GAB
212 E WASHINGTON AVE FL 3
MADISON WI 53703- 4232

Telephone: 608-266-8005
Fax: 608-267-0500.

E. If the GRANTEE or any sub-grantee is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat., Chs. 180 and 181, relating to foreign corporations.

F. The GRANTEE agrees that funds provided under this Grant Agreement shall be used to supplement or expand the GRANTEE'S efforts, not to replace or allow for the release of available local (GRANTEE) funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The GRANTEE'S accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the GRANTOR as contained in Section 9 of this Agreement, and support expenditure reports submitted to the GRANTOR.

B. The GRANTEE shall reconcile costs reported to the GRANTOR for reimbursement or as match to expenses recorded in the GRANTEE'S accounting or simplified bookkeeping system on an ongoing and periodic basis. The GRANTEE agrees to complete and document reconciliation at least quarterly, and to provide a copy to the GRANTOR upon request. The GRANTEE shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Grant Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

16. CHANGES IN ACCOUNTING PERIOD

A. The GRANTEE shall notify the GRANTOR of any change in its accounting period and provide proof of Internal Revenue Service (the "IRS") approval for the change.

B. Proof of IRS approval shall be considered verification that the GRANTEE has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the GRANTEE of reporting or audit requirements of this Grant Agreement. An audit meeting the requirements of this Grant Agreement shall be

submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the GRANTEE for fire and extended coverage of any equipment funded under this Grant Agreement, which the GRANTOR retains ownership of, and which is in the care, custody, and control of the GRANTEE.
- B. The GRANTOR shall have all ownership rights in any computer hardware funded under this Grant Agreement or supplied by the GRANTOR and in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Grant Agreement. The GRANTEE is responsible for keeping all of GRANTOR's property reasonably secure from theft, damage or other loss.
- C. The GRANTEE agrees that if any materials are developed under this Grant Agreement, the GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the GRANTOR.

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by the GRANTOR, the GRANTEE shall submit an annual audit to the GRANTOR if the total amount of annual funding provided by the GRANTOR (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$25,000 or more. In determining the amount of annual funding provided by the GRANTOR, the GRANTEE shall consider both: (a) funds provided through direct Grants with the GRANTOR; and (b) funds from the GRANTOR passed through another agency which has one or more Grants with the GRANTEE.
- B. *Audit Requirements:* The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stat. § 46.036, *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133, titled: "Audits of States, Local Governments, and Non-Profit Organizations," if the agency meets the criteria for needing a federal single audit.
- C. *Reporting Package:* The Auditor shall send to the GRANTOR a reporting package which includes all of the following:
 - (1) Financial statements and other audit schedules and reports required for the type of audit applicable to the GRANTEE.
 - (2) The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.

- (3) Management responses/corrective action plan for each audit issue identified in the audit.
- D. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with “cc” to the grantee/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- E. *Access to Auditor's Work Papers:* When contracting with an audit firm, the GRANTEE shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. *Access to GRANTEE Records:* The GRANTEE shall permit appropriate representatives of the Department or GRANTOR, or both, to have access to the GRANTEE'S records and financial statements as necessary to review GRANTEE's compliance with the Federal and State requirements for the use of the funding.
- G. *Failure to Comply with the Audit Requirements:* If the GRANTEE fails to have an appropriate audit performed or fails to provide a complete audit report to the GRANTOR within the specified timeframes, the GRANTOR may do any of the following:
 - (1) Conduct an audit or arrange for an independent audit of the GRANTEE and charge the cost of completing the audit to the GRANTEE;
 - (2) Charge the GRANTEE for all loss of Federal or State aid or for penalties assessed to the GRANTOR because the GRANTEE did not submit a complete audit report within the required timeframe; and/or
 - (3) Disallow the cost of audits that do not meet these standards.

H. *Closeout Audits:*

- (1) A specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the GRANTEE ceases operations, or when the GRANTEE changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required closeout audit may be waived by the GRANTOR upon written request from the GRANTEE, except when the Agreement is terminated for cause. The required closeout audit may not be waived when an Agreement is terminated for cause.
- (2) The GRANTEE shall ensure that its auditor contacts the GRANTOR prior to beginning the audit. The GRANTOR, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the GRANTEE and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the GRANTOR, is the responsibility of the GRANTEE.
- (3) The GRANTOR may require a closeout audit that meets the audit requirements specified in paragraph B., above. In addition, the GRANTOR may require that the auditor annualize

revenues and expenditures for the purposes of applying OMB Circular A-133 Compliance Supplement and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

(4) All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

19. OTHER ASSURANCES

- A. The GRANTEE shall notify the GRANTOR in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the GRANTEE, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The GRANTEE shall notify the GRANTOR, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of Five Hundred Dollars (\$500), or when total past due liabilities to any one or more vendors exceed One Thousand Dollars (\$1000), related to the operation of this Grant Agreement for which the GRANTOR has reimbursed or will reimburse the GRANTEE. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the GRANTEE to resolve the dispute.
- C. The GRANTOR may require written assurance at the time of entering into this Agreement that the GRANTEE has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the GRANTOR up to \$500,000.

20. RECORDS

- A. The GRANTEE shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The GRANTEE and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the GRANTOR'S records that the GRANTEE accesses to provide services under this Grant Agreement.
- C. The GRANTEE shall maintain and retain such records and financial statements for six (6) years from the closeout of the Grant in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation MUST BE RETAINED until the audit/dispute/litigation, and any associated appeal periods have ended.
- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the GRANTEE'S or the GRANTOR'S responsibilities under this Grant, is

prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.

E. The GRANTEE, upon the GRANTOR'S request, will transfer records under this Grant Agreement at no cost to the GRANTOR. The GRANTEE shall index and organize records to be transferred in the manner directed by the GRANTOR.

21. AGREEMENT REVISIONS AND/OR TERMINATION

A. The GRANTEE agrees to re-negotiate with the GRANTOR the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:

- (1) Increased or decreased volume of services;
- (2) Changes required by State and Federal law or regulations, or court action; or,
- (3) Increase or reduction in the monies available affecting the substance of this Grant Agreement.

B. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for the GRANTOR to terminate this Grant Agreement.

C. This Grant Agreement may be terminated for any reason by a 30-day written notice by either party.

D. This Grant Agreement may be revised by mutual agreement. The revision will be effective only when the GRANTOR and GRANTEE attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.

E. The GRANTEE shall notify the GRANTOR whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the GRANTOR shall determine whether such inability may require revision or termination of this Agreement.

F. If the GRANTOR terminates this Agreement before the expiration date for reason other than non-performance by the GRANTEE, then funds due to the GRANTEE for performance by the GRANTEE before termination shall remain due and owing and be promptly paid by GRANTOR to GRANTEE. Actual financial losses incurred by the GRANTOR due to the failure of GRANTEE to comply with this Agreement may be deducted by GRANTOR.

G. The GRANTOR reserves the right to reduce the total amount of the Grant due to substantial under spending by the GRANTEE. All such Grant Agreement reductions will become effective upon thirty (30) days written notice to the GRANTEE and shall not relieve the GRANTEE of any programmatic requirements.

22. NON-COMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the GRANTEE under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant Agreement and any other measure that suspends the GRANTEE'S participation in the Grant Agreement if the GRANTOR determines it is necessary to protect the interests of the state.

- B. The GRANTEE shall provide written notice to the GRANTOR of all instances of non-compliance with the terms of this Agreement by the GRANTEE or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the GRANTEE became aware of the non-compliance. The written notice shall include information on the reason for and effect of the non-compliance. The GRANTEE shall provide the GRANTOR with a plan to correct the non-compliance.
- C. If GRANTOR determines that non-compliance with this Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement or the imposing of additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, the GRANTOR may take action as provided in the Auditing Requirements section of this Agreement.
- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the GRANTOR may withhold all payments that otherwise would be paid the GRANTEE under this Grant Agreement until such time as the reports and information are submitted.

23. **DISPUTE RESOLUTION**

If any dispute arises between the GRANTOR and GRANTEE under this Agreement, including the GRANTOR'S finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* The GRANTOR'S and GRANTEE'S Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all of the following:
 - (1) A brief statement of the issue;
 - (2) The steps that have been taken to resolve the dispute; and
 - (3) Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Contract Administrators, the GRANTEE may request a review by the Administrator of the Division in which the GRANTOR'S Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the GRANTEE may request a Final Review by the Secretary of the Department. A request under this Step must be received by the Office of the Secretary within 14 days after date of the written determination under Step B. The

Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement period ending date.
- B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

25. INDEMNITY

To the extent authorized under State/Federal laws, the GRANTOR and GRANTEE agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

26. SURETY BOND

The GRANTOR may require the GRANTEE to have a surety bond. The surety bond shall be in force for the period of the Grant Agreement and shall be a reasonable amount to be determined by the GRANTOR. The amount of the bond shall be no less than the amounts of any pre-payments under this Grant Agreement.

27. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Grant Agreement is contingent upon authority granted under the laws of the state of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of the GRANTOR shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. The GRANTOR and GRANTEE understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

28. DEBARMENT OR SUSPENSION

The GRANTEE certifies that neither the GRANTEE organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The GRANTEE further certifies that potential sub recipients, contractors, any of their principals are not debarred, suspended or proposed for debarment.

29. GOVERNING LAW

This Agreement shall be governed by the laws of the state of Wisconsin.

30. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

- A. The following Special Provisions are required: NA
- B. Agency Providing Funding: NA
- C. Funding Percentages: Federal: 90 State: 10 Other: NA
- D. CFDA #: NA
- E. Match Requirements: NA

35. This Grant Agreement becomes null and void if the time between the earlier dated signature and the latter dated signature of the GRANTEE and GRANTOR's Authorized Representatives on this Agreement, exceeds sixty (60) days inclusive of the two signature dates.

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SIGNATORIES TO THIS AGREEMENT

GRANTEE's Authorized Representative
April Haverty, JD
Director, Grants and Contracts

Date

Agency DUNS No.

GRANTOR's Authorized Representative
Chuck J. Warzecha
Administrator / Deputy Administrator, D
Department of Health Services

Date

CARS PAYMENT INFORMATION

The information below is used by the DHS's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Name: Medical College of WI

Grant Agreement #, if applicable: 30235

Total Grant Agreement Amount:
\$112,003

There will be no pre-payments issued with this contract.

Match Required: No If Yes, Profile ID#

Amount: \$